

1 HONORABLE ROBERT S. LASNIK
2 HONORABLE THERESA L. FRICKE
3 HEARING DATE: APRIL 27, 2023
4 MOVING PARTY
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7 IN THE UNITED STATES DISTRICT COURT
8 FOR THE WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 **ELI BICKERTON**, individually and on behalf
11 of all others similarly situated,

12 Plaintiff,

13 v.

14 **HYATT CORPORATION**, a Delaware
15 corporation, **HYATT CORPORATION DBA**
HYATT OLIVE 8, a Delaware corporation,
HYATT CORPORATION DBA GRAND
HYATT SEATTLE, a Delaware corporation,
16 and **DOES 1-25**, inclusive,

17 Defendants.

18 Case No.: **2:20-cv-00397-RSL-TSF**

19 **ORDER AND FINAL JUDGMENT**
20 **GRANTING PLAINTIFF'S MOTION**
21 **FOR FINAL APPROVAL OF CLASS**
22 **ACTION SETTLEMENT**

23 Date: April 27, 2023

24 Time: 11:00 a.m.

1 The Court, having read and considered all of the papers of the Parties and their counsel,
 2 including Plaintiff's Motion for Final Approval of Class Action Settlement and Plaintiff's
 3 Memorandum of Points and Authorities in Support of Motion for Attorneys' Fees and Costs and
 4 Class Representative Service Award, filed on January 19, 2023 ("Fees Motion"); having granted
 5 preliminary approval on November 21, 2022 ("Preliminary Approval Order"); and good cause
 6 appearing, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure ("FRCP"), HEREBY
 7 ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

8 1. The Court grants final approval of the Settlement based upon the terms set forth in
 9 the Parties' Settlement Agreement ("Settlement Agreement").

10 2. For settlement purposes only, the Court certifies the Class, as defined in the Court's
 11 November 21, 2022 Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of
 12 Class Action Settlement as follows:

13 All individuals who resided in Washington State and who were employed at Hyatt
 14 Regency Seattle, Grand Hyatt Seattle, Hyatt at Olive 8 or Thompson Seattle by one or
 15 more Released Parties on an hourly basis, at any time from February 11, 2017 through
 April 22, 2022 (collectively, "Class Members").

16 3. The Court hereby finds that the Notice of Class Action Settlement, which was mailed
 17 and emailed to all Class Members as ordered by the Court, fairly and adequately described the terms
 18 of the proposed Settlement Agreement. The Court further finds that the Notice of Class Action
 19 Settlement fairly and adequately described the manner in which Class Members could object to the
 20 settlement, and the manner in which Class Members could opt out of the Class; was the best notice
 21 practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and
 22 complied fully with FRCP Rule 23(e)(1)(B), due process, and all other applicable laws. The Court
 23 further finds that a full and fair opportunity has been afforded to Class Members to participate in the
 24 proceedings convened to determine whether the proposed Settlement Agreement should be given
 25 final approval. Accordingly, the Court hereby determines that, since there were only four requests
 26 for exclusion, all 1,701 Settlement Class Members are bound by this final Order and shall be deemed
 27 to have released any claims described in the Settlement Agreement (the "Released Claims").

28 4. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to

1 the Class, Plaintiff, and Defendants, and is the product of good faith, arm's-length negotiations
 2 between the Parties, and further, that the Settlement Agreement is consistent with public policy, and
 3 fully complies with all applicable provisions of law. Accordingly, the Court hereby finally and
 4 unconditionally approves the Settlement Agreement pursuant to FRCP 23(e)(2), and specifically:

5 a. Approves the \$1,028,000.00 Total Settlement Amount;

6 b. Approves the distribution of the Net Settlement Amount to Settlement
 7 Class Members in the manner specified in and subject to the terms of the Settlement Agreement
 8 with the following modification: as discussed during the final approval hearing, a postcard shall
 9 accompany the Settlement checks, informing Class Members that the enclosed check is the
 10 payment they are entitled to as a result of the Class Action settlement;

11 c. Approves the Class Representative Service Award of \$15,000.00 to the
 12 Class Representative;

13 d. Approves Class Counsel's requested fees award of \$257,000.00, which is
 14 twenty-five percent (25%) of the Total Settlement Amount, and is to be paid from the Total
 15 Settlement Amount;

16 e. Approves Class Counsel's request for reimbursement of litigation
 17 expenses of \$7,764.95¹ to be paid from the Total Settlement Amount;

18 f. Approves payment to CPT Group, Inc., the Settlement Administrator, of
 19 Administration Costs in the amount of \$18,500.00 to be paid from the Total Settlement Amount;
 20 and

21 g. Approves and orders that in all other particulars the Settlement Agreement
 22 be carried out by the Parties and the Settlement Administrator subject to the terms thereof.

23 5. The Court orders that, following the Effective Date as defined in the Settlement
 24 Agreement, the Parties and the Settlement Administrator shall carry out the following
 25 implementation schedule for further actions and proceedings:

Within 15 business days of Settlement Effective Date	Deadline for Defendant to fund the settlement
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28 1 The Settlement Agreement actually contemplates litigation cost reimbursement in the amount of \$20,000.00, which
 was already preliminarily approved by the Court and noticed to the Class; however, Class Counsel is only seeking
 reimbursement for their actual litigation costs incurred. CJA Decl., ¶¶ 23-24; ILB Decl., ¶ 15.

1	Within 30 business days of the Settlement Effective Date	Deadline for Settlement Administrator to mail the Individual Settlement Payments and accompanying notices to eligible Settlement Class Members; pay the appropriate taxes to the appropriate taxing authorities; make payment of Court approved attorneys' fees and costs to appropriate counsel; and make payment of the Class Representative Payment
2	180 days after issuance of Settlement checks	Uncashed checks shall be sent by the Settlement Administrator to the Washington State Department of Revenue Unclaimed Property Fund with the associated name of the Class Member
3	200 days after issuance of Settlement checks	Class counsel to file a declaration from the Settlement Administrator confirming that uncashed checks were sent to the Washington State Department of Revenue Unclaimed Property Fund, informing the Court of the number of unclaimed checks, and providing the Court with the language used in the notice accompanying the Individual Settlement Payments

6. This action is hereby dismissed with prejudice; provided, however, that without affecting the finality of this Order, the Court retains exclusive and continuing jurisdiction over the case for purposes of supervising, implementing, interpreting and enforcing this Order and the Settlement Agreement, as may become necessary, until all of the terms of the Settlement Agreement have been fully carried out.

7. Upon the Settlement Effective Date, Plaintiff and all Settlement Class Members shall be and hereby are enjoined from filing, initiating or continuing to prosecute any actions, claims, complaints, or proceedings with respect to the Released Claims.

8. Based on the court's order granting final approval to the parties' settlement, the Court also hereby ENTERS FINAL JUDGMENT on the Settlement.

1 **IT IS SO ORDERED.**
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3 Dated: May 1, 2023
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Robert S. Lasnik

Robert S. Lasnik
United States District Judge